

SECTION 2

RESERVED

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SECTION 3
STANDARDS AND CRITERIA

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STANDARDS AND CRITERIA
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GRANT AND ACCEPTANCE AGREEMENT

SUBSECTION 1

STANDARDS AND CRITERIA

1-1 Development Reviewed Against Criteria

The following land development proposals must be reviewed against the criteria in this section:

- a. Planned Unit Developments
- b. Site Plans
- c. Rezoning
- d. Subdivisions
- e. Public Service Plan

1-2 Public Service Compatibility

The quality of service for new and existing neighborhoods shall be protected against intrusive and disruptive development. Any negative or adverse service impacts shall be effectively mitigated. When two adjacent parcels are developed simultaneously, the responsibility for mitigating conflicts is upon the more demanding use. When a use is the first to develop on two adjacent vacant parcels, the first use is eligible for any reimbursements from the second use through cost recovery agreements administered by the District. The second use to develop shall, at the time it develops, take all additional steps necessary to mitigate service conflicts. The District will determine service compatibility of a project based upon the evidence presented in response to the following criteria:

- a. Is the development compatible with and sensitive to the immediate environment of the site and neighborhood relative to service provision, drainage, and landscaping?
- b. Have any service conflicts that are presumed to exist between the proposed development and the surrounding development been effectively mitigated?
- c. Is the project designed so that the additional traffic generated does not have significant adverse impact on surrounding development?

1-3 Plans and Policies

Is the development in accordance with the adopted elements of the Service Plan, including, but not limited to: Development Planning, Streets and Drainage Improvements, Water System, Wastewater Collection and Treatment System,

Parks and Recreational Facilities, Traffic and Safety Protections, and other adopted District policies?

1-4 Public Facilities, Services and Safety

- a. Will the project's completion not generate a traffic volume which exceeds the future capacity of the external street system as defined by the District?
- b. Is the development served by utilities with adequate capacity or have arrangements been made for extension and augmentation for the following services? Where do they affect public right-of-way and easements?

Water Supply
Sanitary Sewer
Electricity
Natural Gas
Storm Drainage

- c. Does the project comply with all design standards, requirements and specifications for the following services or have variances been granted?

Water Supply
Sanitary Sewer
Flood Hazard Areas
Streets/Pedestrian
Walks/Bikeways
Storm Drainage

- d. Does the project provide adequate access for service vehicles and for those persons attempting to render District services?
- e. Do all vehicular use areas and pedestrian circulation paths have adequate public right-of-way and easements?

1-5 Resource Protection

- a. If the project includes a water body, or other water channel, have necessary precautions been taken to minimize any hazard to life or property?
- b. If the project contains known areas of natural or geological hazard (e.g., unstable or potentially unstable slopes; faulting; landslides; rockfalls; flood; and wild fire, etc.) or soil conditions unfavorable to providing services or constructing infrastructure, will special engineering precautions be taken to overcome those limitations that affect delivery of services?

- c. Does the project preserve significant existing vegetation to the extent practical in order to mitigate erosion and reduce negative impact relative to drainage systems?
- d. If the project includes an area known to contain a commercial mineral deposit for which extraction is or will be commercially feasible, has the project been designed not to preclude extraction?

1-6 Environmental Standards

- a. Will the project conform to applicable local, state, and federal air quality standards including, but not limited to, odor; dust; fumes or gases which are noxious, toxic or corrosive; suspended solid or liquid particles; or any air contaminant which may obscure an observer's vision?
- b. Will the project conform to applicable local, state, and federal air and water quality standards including, but not limited to, erosion and sedimentation; runoff control; and solid wastes and hazardous substances?
- c. Will the project conform to applicable threatened or endangered species regulations, to include protecting individual specimens and habitat of the Prebles Meadow Jumping Mouse?
- d. Is the exterior lighting, except for overhead street lighting and warning, emergency or traffic signals, installed in such a manner that the light source will be sufficiently obscured to prevent excessive glare on public streets and walkways or into any residential area? The installation or erection of any lighting which may be confused with warning signals, emergency signals, or traffic signals shall not be permitted.

1-7 Site Design

- a. Are the elements of the site plan (e.g., buildings, circulation, open space and landscaping, etc.) designed and arranged to integrate with the organizational scheme of the community and allow for efficient provision of TMD services?
- b. Is the design and arrangement of elements of the site plan (e.g., buildings, circulation, open space, landscaping, etc.) in favorable relationship to the existing and natural topography; natural water bodies and water courses?
- c. Does the design and arrangement of elements of the site plan (e.g., building construction, orientation, and placement; selection and placement of landscape materials; and/or use of renewable energy sources, etc.) contribute to the overall reduction of service needs by the project?

- d. Is each active recreational area suitably located and accessible to the residential units it is intended to serve and is adequate screen provided to ensure privacy and quiet for neighboring residential uses?
- e. Does the pedestrian circulation system incorporate design features to enhance convenience, safety and amenity across parking lots and streets including, but not limited to, paving patterns, grade differences, landscaping, and lighting?
- f. Does the landscape plan provide for treatment of vehicular use, open space and pedestrian areas which contributes to their usage and visual appearance?
- g. Does the landscape plan provide for erosion mitigation and drainage control?
- h. Does the landscape plan utilize appropriate landscape materials in terms of size, type, maintenance requirements, and water demand?

1-8 Construction Requirements

- a. Does the construction project provide adequate safety within the work zone and confine all equipment, apparatus, storage of materials, and operations of the Contractors' workmen to limits indicated by law, ordinance, permits, or direction of the District, and does it not encumber the project site with materials or equipment not necessary for the project?
- b. Is the construction work in compliance with standard construction codes and will all materials and workmanship be guaranteed for a period of two years from the date of final acceptance and after the contract is 100% complete?
- c. Does the construction project maintain adequate protection of all work from damage and protect the District and adjacent property from injury arising in connection with the construction? The Contractor will be responsible for any and all damage to property, public or private, that may be caused by construction activity.

1-9 Development Criteria Chart

DEVELOPMENT CRITERIA CHART					
<p>Check Appropriate Box:</p> <p>Development Plan _____</p> <p>Site Plan _____</p> <p>Rezoning _____</p> <p>Subdivision _____</p> <p>Public Service Plan _____</p>	<p>Applicable Criteria Only</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> <p>Will the Criterion be satisfied?</p> </div>				
	Ap.	N/Ap.	Yes	No	If no, please explain
Neighborhood Compatibility					
1. Quality of Service					
2. Drainage & Landscaping					
3. Adverse Traffic Impact					
<u>Plans and Policies</u>					
4. Public Service					
<u>Public Facilities & Safety</u>					
5. Street Capacity					
6. Utility Capacity					
7. Design Standards					
8. Security Lighting					
9. Water Hazards					
<u>Resource Protection</u>					
10. Soils & Slope Hazard					
11. Significant Vegetation					
12. Mineral Deposit					
<u>Environmental Standards</u>					
13. Air Quality					
14. Water Quality					
15. Threatened or Endangered Species					
16. Exterior Lighting					
<u>Site Design</u>					
17. Service Organization					
18. Natural Features & Drainageways					
19. Water Conservation					
20. Active Recreational Areas					
21. Pedestrian Conflicts					
22. Landscaping / Open Areas					
23. Landscaping / Screening					
<u>Construction Requirements</u>					
24. Equipment/Material Storage					
25. Material/Workmanship Guarantee					
26. Protection of Property					

1-10 Submission of Record Drawing Information

The Triview Metropolitan District requires two digital information submittal packages. The first occurs at plan approval. The second is in combination with the record drawing submittal.

At the time of plan approval, copies of plats, easements and construction drawings shall be submitted to the District in the required digital format. The District will provide acceptable horizontal and vertical control information. The District will approve the digital submittal prior to the issuance of construction permits.

The Triview Metropolitan District requires the submittal of record drawings for all public improvements. The District will approve the record drawing package prior to acceptance for use of the public improvement. The record drawing submittal consists of two sets of prints plus one set of digital drawings. Record drawings will bear the seal of a licensed engineer stating, to the best of the engineer's knowledge, the drawings represent the constructed condition of the public improvement. The District will incorporate the digital information into the District's Geographic Information System (GIS) Database. The District will assess a fee for the conversion of paper submittals to a digital format. Digital submittals will conform to the District standards set forth in these Specifications.

- a. Objective - The main objective of these specifications is to establish the format, content, and structure of all Computer Aided Drafting / Design (CADD) submittals necessary to ensure a consistent and orderly integration of digital data into a Geographic Information System (G.I.S.) to be administered by the District. These specifications are to take advantage of the ability of private and public organizations to produce construction documents, topographical and /or cadastral maps in a CADD environment which can be included within a G.I.S. database. Consideration has been made to accomplish the main objective without imposing significant changes in the operational procedures for private and public organizations working within the Triview Metropolitan District.
- b. Submittal Format - Electronic data deliverables are to be provided in CD ROM DOS format. Only the information pertinent to the approved documents shall be included. Any peripheral files, blocks, layers, etc., are to be excluded from the deliverables. The CD shall be labeled and shall include the following.
 - Name of the Project
 - Name of the Submitting Entity
 - Date of the Submittal

All CADD drawing files will be saved in AutoCAD version number 13. No other formats will be accepted.

- c. Electronic Data Transfer Service - Triview Metropolitan District has established a service for transfer of digital information to CD ROM. This service can be accessed through the Internet at address, [HTTP://www.nolte.com](http://www.nolte.com). Notify the District Manager and/or Engineer if you wish to use this service, and provide the information shown in subparagraph b. A single CD ROM diskette can hold the equivalent of approximately 30 floppy disks. Cost for processing information onto one (1) CD ROM will be \$250. This price includes operator and hardware time, materials, shipping and handling. Approximate time from receipt of information to delivery at the District office is one (1) week.
- d. General Content - All entities contained within digital files shall be within the 'Jackson Creek' coordinate system and vertical datum as furnished by the District. Those entities with coincident points shall have the same coordinate values at those coincident points. Entities shall not be interrupted by text. All entities shall be on the appropriate layer, and layers used within digital files shall be preset with the appropriate line type and line weight. (See also, Table 3.1)
- e. Required Submittal Information - Digital information will be required, if applicable to the specific submittal, for the following improvements.
 - Proposed grading (parks / open space / trails)
 - Final Plats, deeds, easement documents
 - Drainage improvements
 - Street improvements
 - Water improvements
 - Sanitary Sewer improvements
 - Dry Utility improvements
 - Landscaping / Irrigation
 - Proposed Profiles
 - Reuse Facilities
- For information required regarding documentation of these tasks and the required submittal format, refer to Table 3.1.
- f. Exclusions - All submittals will be required in digital format and audited at the time of submittal. Any deviation from these specifications, not previously authorized in writing by the District Manager, will be returned. Resubmittal will be required within 30 days of the initial submittal date. Any submittals requiring more than one (1) return, will be assessed a processing charge, to be determined by the District Manager.

Table 3.1
DIGITAL STANDARDS

This table is to be used for digital submission requirements. All entities within the submitted files shall be located within the respective layers, drawing files, 'Jackson Creek Coordinate System', and 'Jackson Creek' datum.

Drawing Files

EXTO	Existing Topography
EXLN	Existing Landscaping / Irrigation
EXPN	Existing Planimetrics
EXUT	Existing Utilities
EXMA	Existing Mapping / Control
PRT0	Proposed Topography
PRLN	Proposed Landscaping / Irrigation
PRPN	Proposed Planimetrics
PRMA	Proposed Mapping / Control
PRPF	Proposed Profiles (Continuous Profiles)
PRUT	Proposed Utilities

Peripheral files not acceptable for submittal would include, but are not limited to, the following:

- Individual Company Title Sheet Borders / Blocks
- Grading Models / T.I.N.'s / Surfaces
- Symbols / Blocks specific to the submitting organization

1-11 Potentially Affected Entities - The following is a list of entities which may be potentially affected or have interest in development activities within the Triview Metropolitan District:

- U.S. Air Force Academy
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- Colorado Department of Public Health and Environment
- Colorado Department of Transportation
- Pikes Peak Area Council of Governments (PPACG)
- Regional Building Department
- El Paso County Board of Commissioners
- El Paso County Planning Commission
- El Paso County Department of Planning
- El Paso County Department of Parks and Community Resources
- El Paso County Department of Transportation
- El Paso County Sheriff's Department
- El Paso County Library District
- Tri-Lakes Fire Protection District
- School District No. 38
- Tri-Lakes Comprehensive Planning Task Force
- Upper Monument Water Quality Management Planning Committee
- Town of Monument Board of Trustees
- Forest Lakes Metropolitan District
- Woodmoor Water and Sanitation District
- Donala Water and Sanitation District
- Monument Sanitation District
- Baptist Road Task Force
- Peoples Natural Gas
- Mountain View REA
- U.S. West
- AT&T Communications

GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT

Subdivision Infrastructure Improvements, which may include: Water Distribution Mains; Public Irrigation System; Fire Hydrants; Sanitary Sewer Collection Mains; Reuse Irrigation Mains; Reuse Ponds; Drainage Channels; Detention Ponds; Public Underdrains; Storm Sewers; Streets; Curbs, Gutters and Sidewalks; Street Lights; Street Signs; Parks, Public Open Space and Public Landscape; Public Fences; Street and Park Furniture and Equipment; and, Permanent Public Easements.

THIS GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT (Agreement) is made this _____ day of _____, 20____, by and between _____, a _____ ("Grantor") and the Triview Metropolitan District, a Colorado quasi-municipal corporation (District).

1. GENERAL

1.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions whereunder Grantor shall convey to the District certain **Facilities**, as hereinafter defined, and upon which the District will accept the conveyance of said **Facilities** for ownership, where applicable, control, service operation and maintenance thereof, notwithstanding Section 2.5 below.

1.2 Platted Area. "The Platted Area" shall mean the property located within the District and described in the Plat of _____ Filing No. _____, Town of Monument, Colorado, recorded _____ (date) under Reception No. _____ of the records in the office of the Clerk and Recorder of El Paso County, Colorado.

1.3 Facilities. "Facilities" shall mean all lines, mains, channels, ponds, pipes, roadways, rights-of-way, structures and conduits for the transmission, collection, application, distribution, utilization, transportation and/or storage of services defined below and as specified in Exhibit A located within the Platted Area and to be maintained by the District together with all appurtenances thereto, including but not limited to, valves, vaults, blow-offs; joints, joint restraints, thrust blocks, manholes, covers, lift stations, outlets, inlets, basins, ventilators, strainers, control systems, fences, cables, physical structures, surface structures, plant materials, ground cover, wires and connections related thereto, including any specific easements required to contain any of the above. "Facilities" shall not include Service Laterals or Lines, as defined below, nor any element described above that extends onto private property outside of a public easement or right-of-way.

1.3.A Service Laterals or Lines. "Service Laterals or Lines" shall mean any water or sewer line that is located on any private property outside public easements or rights-of-way connecting building plumbing services and irrigation systems to the Water Distribution Lines, Sanitary Sewer Collection Lines or Reuse Irrigation Mains which are located within public easements and/or rights-of-way.

1.3.B Water Distribution Mains. "Water Distribution Mains" shall mean any water pipe (PVC, ductile iron or steel) that serves to distribute water throughout the District that is eight inches (8") or greater in diameter, located within a street right-of-way or public easement, whose purpose is to deliver water to private Service Lines for public consumption, together with all vaults, valves, blow-offs, joints, joint restraints, thrust blocks, manholes, covers, encasements, ventilators, control systems related thereto as identified in the Standard Specifications and to be maintained by the District.

1.3.C Public Irrigation System. "Public Irrigation Lines" shall mean any pipe located within public park, open space or landscape area that serves to irrigate public property, together with sprinkler heads, drip irrigators, valves, joints, control systems, wires and connections as identified in the Standard Specifications and to be maintained by the District.

1.3.D Fire Hydrants. "Fire Hydrants" shall mean any stand (upright) pipe with a nozzle or spout for drawing water from a Water Main as identified in the Standard Specifications and to be maintained by the District for the purpose of being used to fight fires, flush pipelines and provide bulk water draw-off.

1.3.E Sewer Collection Mains. "Sewer Collection Mains" shall mean any sewer pipe (PVC, ductile iron or steel) that is eight inches (8") or greater in diameter, located within a street right-of-way or public easement, whose purpose is to collect wastewater and water borne waste from private Service Lines and transport same to the Wastewater Treatment Plant, together with all vaults, valves, joints, manholes, covers, lift stations, control systems related thereto as identified in the Standard Specifications and to be maintained by the District.

1.3.F Reuse Irrigation Mains. "Reuse Irrigation Mains" shall mean any reuse water pipe (PVC, ductile iron or steel) that serves to distribute non-potable reuse water throughout the District that is six inches (6") or greater in diameter, located within a street right-of-way or public easement, whose purpose is to deliver reuse water to Irrigation Systems for public, commercial or industrial utilization, together with all vaults, valves, joints, joint restraints, thrust blocks, manholes, covers, ventilators, strainers, control systems related thereto as identified in the Standard Specifications and to be maintained by the District.

1.3.G Reuse Ponds. "Reuse Ponds" shall mean a facility consisting of a graded or structural embankment containing a graded basin with an outlet pipe which, as a result of tertiary wastewater treatment, impounds and stores reuse water for controlled irrigation of public, commercial or industrial property as identified in the Standard Specifications that is located in a public easement or right-of-way and is to be maintained by the District, together with all embankments, protected slopes erosion protection, spillway, pipes, valves, gates, weirs, inlets, outlets, gabions, underdrains, pumps, controllers, wires, conduits connectors and related materials.

1.3.H Drainage Channels. "Drainage Channels" shall mean natural or man-made structures that convey storm runoff in an open conduit (three-sided) system as identified in the Standard Specifications located within a public easement or right-of-way and to be maintained by the District, together with all drop structures, riprap, concrete structures, protected slopes, check dams, sediment barriers, chutes, flumes and related material.

1.3.I Detention Ponds. "Detention Ponds" shall mean a facility consisting of a graded or structural embankment, graded basin with an outlet pipe which is constructed to capture and detain specific quantities of storm water runoff based upon a particular design storm event then to gradually release the storm water at a sufficiently slow (historic) rate to control runoff as identified in the Standard Specifications and located within a public easement or right-of-way and to be maintained by the District, together with all erosion protection, protected slopes, riprap, trickle channels, valves, gates, inlets, outlets, weirs, drop structures, energy dissipaters and related materials.

1.3.J Public Underdrains. "Public Underdrains" shall mean any PVC pipe generally surrounded with crushed rock and filter cloth, either active or passive, which is used to convey groundwater collected within the Platted Area as well as individual foundation drain systems to an approved outfall point as identified in the Standard Specifications and to be maintained by the District, together with joints, clean-outs, service stubs, manholes, wyes, gates, grates and related material.

1.3.K Storm Sewers. "Storm Sewers" shall mean any sewer pipe (reinforced concrete, corrugated metal or PVC) that is located within a public easement or right-of-way and whose purpose is to receive storm water runoff from inlets or other means and conveys the storm water to a designated discharge point, together with manholes, various types of inlets, joints, underdrains, outlets, grates, riprap, head walls, wing walls, culverts, catch basins, outfall basins, gates, sediment barriers and related material to be maintained by the District.

1.3.L Streets. "Streets" shall mean any public right-of-way of not less than twenty-five (25) feet in width that provides for vehicular and pedestrian primary access to abutting properties or other interconnecting streets as specified in the Standard Specifications and to be maintained by the District, including but not limited to, local, collector and arterial classifications together with all asphalt or concrete roadway surfaces, base courses, curb openings, medians, traffic markings, traffic signals and pedestrian ramps.

1.3.M Curb, Gutters and Sidewalks. "Curbs, Gutters and Sidewalks" shall mean: for Curbs, the lateral side of pavement terminated by either a vertical or sloped concrete section; for Gutters, the paved section usually in form of a channel designed to carry surface flow from the street and constructed as an integral with the Curb; and for Sidewalks, the horizontal concrete structure running parallel with the Curb at a minimum of four (4) feet in width designed for pedestrian use as identified in the Standard Specifications together with all sub-course, base and joints with the adjoining property owner being responsible for maintenance and the responsibility for repair or replacement being with the Grantor during the Warranty Period and after Final Acceptance the responsibility for maintenance, repair or replacement being with the adjoining property owner.

1.3.N Street Lights. "Street Lights" shall mean any luminaire and supporting pole that serves to provide light on public rights-of-way, including streets, for the purpose of providing safe vehicular and pedestrian movement as identified in the Standard Specifications and to be maintained by the District, including but not limited to, arterial streets where the pole heights are 30 (thirty) feet, collector streets for which the pole heights are 25 (twenty-five) feet and local streets for which the pole heights are 14 (fourteen) feet, together with bases, mounting bolts, base caps, photo-electric cells, controllers, wiring and connectors.

1.3.O Street Signs. "Street Signs" shall mean any sign that is located within Street right-of-way or dedicated Park, Public Open Space or Public Landscape areas which serves to identify street names or that provides for vehicular and pedestrian traffic control, including but not limited to, stop, yield, speed limit, hazard warning, pedestrian or school crossing and regulator, together with mounting pole, attachment devices and reflectors as identified in the Standard Specifications and to be maintained by the District.

1.3.P Parks and Public Open Space. "Parks and Public Open Space" shall mean all land dedicated for public use and enjoyment for active recreation and passive recreation dedicated to the Town of Monument which is to be maintained by the District together with, sidewalks, trails, paths, lights, signs, furniture, recreational equipment located within said Park and/or Open Space as identified in the Standard Specifications.

1.3.Q Public Landscape. "Public Landscape" shall mean any area within the right-of-way of any public Street dedicated to the Town of Monument which is to be maintained by the District and contains any combination of living plants, including but not limited to trees, shrubs, ground cover, flowers, vines, grass, together with rock, stone, shredded bark or wood, Public Irrigation systems, public sidewalks, public trails, Street and Park Furniture, and related equipment as identified in the Standard Specifications.

1.3.R Public Fences. "Public Fences" shall mean any structure that is comprised of posts and rails, as specified in the Standard Specifications, located within public rights-of-way or public easements to be maintained by the District whose purpose is to establish a physical barrier, enclosure or boundary, together with footers, supports, connectors, fasteners, gates, latches and related hardware.

1.3.S Street and Park Furniture and Equipment. "Street and Park Furniture and Equipment" shall mean any item that serves to provide for public active and passive use of public spaces associated with Streets, Public Landscape, Parks and Public Open Space to be maintained by the District, including but limited to, outdoor sports facilities and equipment, playground equipment, benches, shelters, picnic tables, drinking fountains, planters, trash receptacles, bicycle racks, pedestrian bridges and area lighting together with bases, braces,

supports, footings, foundations, plumbing, fixtures, controllers, fasteners, connectors, screens, poles, luminaires and physical material and hardware related thereto as identified in the Standard Specifications.

1.3.T Permanent Public Easements. "Permanent Public Easement" shall mean any area which is reserved, conveyed or dedicated for specific District use, including but not limited to drainage, detention, access, water distribution, sewer collection, public irrigation, retention, parks, public open space, public landscape, without transfer of title and specifically indicated in the records of the Platted Area.

2. GRANT AND ACCEPTANCE OF FACILITIES

2.1 Construction of Facilities. Grantor states that he has constructed all Facilities in accordance with the following:

- (A) The District Design Criteria & Construction Specification Manual, dated _____, 2000, ("Standard Specifications").
- (B) The statutory requirements of the District relating to the construction of the Facilities ("Statutory Requirements").
- (C) Those record drawings contained within Exhibit A ("Record Drawings").
- (D) The Grantor warrants that said Facilities are located within the Streets, public rights-of-way or Permanent Public Easements.

2.2 Inspection of Facilities. The District hereby acknowledges and agrees that during Grantor's construction of Facilities the District inspected the Facilities and determined, to its reasonable satisfaction, that the Facilities were constructed in accordance with the Standard Specifications, Statutory Requirements and Record Drawings, which Record Drawings have been previously reviewed and accepted by the District Engineer. Further, the District hereby acknowledges and agrees that:

- (A) During the construction and the completion of the construction of the Facilities, the District conducted, or had caused the conduct of, reasonable field testing of the Facilities.
- (B) The District has received the District Inspector's recommendation for acceptance, a copy of which is attached hereto as Exhibit B.
- (C) The District has accepted the construction of the Facilities.
- (D) Nothing herein shall be construed to limit Grantor's obligations under Section 2.5 Warranty.

2.3 Grant. For good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells, transfers and assigns to the District, along with its successors and assigns, the Facilities.

2.4 Acceptance of Grant. The District hereby accepts the Grant of the Facilities and hereby agrees to accept the Facilities during the Warranty Period, as defined in Section 2.5 below, for purposes of the District use, operation and routine maintenance (including work occasioned by ordinary wear and tear) and, subject to Section 2.7 and the remainder of this Agreement, to finally accept the Facilities for the District's use, operation, repair and maintenance.

2.5 Warranty. Grantor for itself, its successors and assigns, hereby warrants for a period of _____ year(s), beginning on _____, 2000 ("Warranty Period") the Facilities shall be free from defects in materials or workmanship and hereby agrees that during the Warranty Period, the Grantor shall repair or cause to be repaired any defects in the Facilities required by or resulting from:

- (A) Defects in workmanship or materials.
- (B) The Construction of Facilities within the Platted Area.
- (C) Failure to follow the standards for construction as set forth in Section 2.1(Defects)

Grantor, for itself, its successor and assigns, further warrants that if any of the Facilities are located within any Streets, and at the end of the Warranty Period the construction, installation and paving of those Streets, including installation of all curbs, gutters, drains and other street improvements, has not been completed, then, as to the repair of valve boxes and manholes, the Warranty Period shall be extended until the date that such Street construction has been completed. The District, by its acceptance of this Agreement hereby WAVES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE.

2.6 Warranty Repair Procedures. During the Warranty Period the District shall be responsible for notifying the Grantor of any Defects and the Grantor shall repair or cause to be repaired any such Defects within 48 hours after receipt of the District's notification. In the event Grantor fails to make such repairs within such 48 hour period or, if such repairs cannot reasonably be accomplished within such 48 hour period and Grantor has not begun diligent efforts to make such repairs within such 48 hour period, the District may, at its option, proceed to repair or cause the repair of Defects at the Grantor's cost and expense. In the event of emergency repairs which, in the opinion of the District, must be made immediately in order to maintain a reasonable level of water or sanitary sewer service, the District may make such emergency repairs without prior notice to the Grantor and at the Grantor's cost and expense, but the District shall give the Grantor notice thereof as soon as reasonably possible.

2.7 **Final Acceptance.** On or before 45 days prior to the expiration of the Warranty Period, the District and, at the Grantor's option, the Grantor shall conduct the final inspection of the Facilities. The District shall prepare a list of any Defect discovered during such Final Inspection ("Punch List"). On or before 30 days prior to the expiration of the Warranty Period the District shall submit the Punch List to the Grantor and thereafter the Grantor shall repair or cause to be repaired those items on the Punch List. Any additional Defects discovered subsequent to the Final Inspection of the Facilities and prior to the date of Notice of Final Acceptance (as hereinafter defined) shall also be submitted to the Grantor for repair at the cost and expense to the Grantor. Upon completion by the Grantor of the items contained on the Punch List and any other items subsequently discovered prior to the date of Notice of Final Acceptance, to the reasonable satisfaction of the District, and the delivery to the District a statement of costs for the construction of the Facilities being conveyed herein (the Statement of Costs), to be used to obtain insurance, containing sufficient detail for that purpose, the District shall deliver a written notice of Final Acceptance.

"**Notice of Final Acceptance**" (Exhibit D). The District agrees that from the date of such Notice of Final Acceptance the District shall be responsible for all future repair, maintenance, operation and use of the Facilities.

GRANTOR:

ATTEST:

The District accepts this GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT on _____, 20__.

TRIVIEW METROPOLITAN DISTRICT:

BY: _____
District Manager

Start of Warranty Period: _____, 20__.

Date of Notice of Final Acceptance: _____, 20__.

EXHIBIT A

TO

GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT

RECORD DRAWINGS:

FOR

Plat: _____ Filing Number _____

This material, which includes a list of plans and all other documentation, has been reviewed and accepted by the District Engineer pursuant to Section 2.2.

DISTRICT ENGINEER:

BY: _____

TITLE: _____

DATE: _____, 20____.

EXHIBIT B

TO

GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT

DISTRICT INSPECTOR'S RECOMMENDATION FOR ACCEPTANCE OF FACILITIES,
INITIAL INSPECTION

FOR

Plat _____, Filing Number _____

GRANTOR: _____

The District Inspector's Recommendation for Acceptance ("Recommendation") applies to all Facilities described in the GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT dated _____, 20____. The terms used in this Recommendation shall have the same meaning as the terms used in the Agreement.

The Facilities to which this Recommendation applies have been inspected by the authorized representative(s) of the District who hereby certifies that, to the best of his/her knowledge, the Facilities are determined to be complete and acceptable and have been constructed in accordance with the Design Criteria and Construction Specifications Manual for the Triview Metropolitan District dated _____, 20____, the Standard Procedures of the District and the Record Drawings set forth in Exhibit A. Nothing herein shall be construed so as to relieve Grantor of its obligations pursuant to Section 2.5 of the Agreement.

INITIAL INSPECTION Date: _____, 20____.

INSPECTOR:

BY: _____
District Public Works Inspector

The Triview Metropolitan District accepts this Recommendation for Acceptance as of _____, 20____.

TRIVIEW METROPOLITAN DISTRICT:

BY: _____
District Manager

EXHIBIT C

TO

GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT

DISTRICT INSPECTOR'S RECOMMENDATION FOR ACCEPTANCE OF FACILITIES,
FINAL INSPECTION
FOR

Plat _____, Filing Number _____

GRANTOR: _____

The District Inspector's Recommendation for Acceptance ("Recommendation") applies to all Facilities described in the GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT dated _____, 20____. The terms used in this Recommendation shall have the same meaning as the terms used in the Agreement.

The Facilities to which this Recommendation applies have been inspected by the authorized representative(s) of the District who hereby certifies that, to the best of his/her knowledge, the Facilities are determined to be complete and acceptable and have been constructed in accordance with the Design Criteria and Construction Specifications Manual for the Triview Metropolitan District dated _____, 20____, the Standard Procedures of the District and the Record Drawings set forth in Exhibit A.

FINAL INSPECTION Date: _____, 20____.

INSPECTOR:

BY: _____
District Public Works Inspector

The Triview Metropolitan District accepts the Final Inspection of the Facilities on _____, 20____.

TRIVIEW METROPOLITAN DISTRICT:

BY: _____
District Manager

EXHIBIT D

TO

GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT

NOTICE OF FINAL ACCEPTANCE OF FACILITIES

This NOTICE OF FINAL ACCEPTANCE ("Notice") is made this _____ day of _____, 20____, by the TRIVIEW METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation ("District") in favor of _____ ("Grantor").

1. **Agreement.** The "Agreement" shall mean the GRANT AND ACCEPTANCE OF INFRASTRUCTURE AGREEMENT dated _____, 20____, by and between the Grantor and the District. The capitalized terms in this notice have the same meaning as the capitalized terms in the Agreement.

2. **Final Acceptance.** Pursuant to the Agreement and in accordance with Sections 2.4 and 2.7 thereof, the District hereby notifies the Grantor of the District's Final Acceptance of the Facilities and acknowledges that as of the date hereof the District shall be responsible for all future repair, maintenance, operation and use of the Facilities.

TRIVIEW METROPOLITAN DISTRICT:

BY: _____
District Manager

Grantor acknowledges receipt of this Notice of Final Acceptance on

DATE: _____, 20____.

GRANTOR:

ATTEST:

BY: _____

TITLE: _____